

# ITEL

## Rail Division

Two Embarcadero Center  
San Francisco, California 94111  
(415) 955-9090  
Telex 34234

RECORDATION NO. *8781-12* Filed 1425

December 22, 1982

FFB 24 1983 12 35 PM

INTERSTATE COMMERCE COMMISSION

No. *3-055-121*

Date **FEB 24 1983**

Fee \$ *10.00*

ICC Washington, D. C.

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation, Rail Division ("Itel") for filing and recordation as an additional filing under I.C.C. recordation No. *8781*, which was filed on April 14, 1977 at 4:05 P.M., four counterparts of the following document:

Supplement No. 5 to the Equipment Trust Agreement dated March 15, 1977 (the "Supplement") between Itel and First Security Bank of Utah, N.A. as Trustee.

The names and addresses of the parties to the aforementioned Supplement are:

1. First Security Bank of Utah, N.A.  
Corporate Trust Division  
79 South Main Street  
Salt Lake City, Utah 84125
2. Itel Corporation, Rail Division  
Two Embarcadero Center, 24th Floor  
San Francisco, California 94111

The equipment covered by this Supplement is seventy (70) boxcars (AAR mechanical designation XM, 50'6" in length) bearing reporting marks within the series NTR 7005 through and including NTR 7195.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

RECEIVED  
FEB 24 12 27 PM '83  
FEE OPERATING DIV.  
U.S.C.

*This one is  
8781-12  
Counterpart for 31 of 100*

Ms. Agatha Mergenovich, Secretary  
December 22, 1982  
Page Two

Please stamp all counterparts of the enclosed Supplement with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this letter.

Sincerely,



Patricia Salas Pineda  
Counsel

PSP:dmm  
Enclosures

cc: Michael Walsh, Esq.  
Weil, Gotshal & Manges  
767 Fifth Avenue  
New York, New York 10020

Robert S. Clark, Esq.  
Senior Trust Officer  
First Security Bank of Utah, N.A.  
Corporate Trust Division  
79 South Main Street  
Salt Lake City, Utah 84125

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

Patricia Salas Pineda  
Itel-Rail Division  
Two Embarcadero Cntr.  
San Francisco, California 94111

February 24, 1983

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/24/83 at 12:35PM , and assigned re-  
recording number(s). 8181-M, & 9932-L thru 9932-V

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

L-0291  
11/3/82

**SUPPLEMENT NO. 5 TO EQUIPMENT TRUST AGREEMENT  
DATED AS OF MARCH 15, 1977**

RECORDATION NO. 8781-7  
FILED 24 1983  
FEB 24 1983  
12:35 PM

INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 5**, dated as of and effective as of February 17, 1982, to Equipment Trust Agreement, dated as of March 15, 1977 (hereinafter called the "Equipment Trust Agreement"), between **FIRST SECURITY BANK OF UTAH, N.A.**, as Trustee (hereinafter called the "Trustee"), and **ITEL CORPORATION**, a Delaware corporation, as successor to SSI Rail Corp. (hereinafter called "Itel").

**WHEREAS**, the parties hereto are parties to that certain Equipment Trust Agreement which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on April 14, 1977, and given recordation number 8781; and

**WHEREAS**, the Equipment Trust Agreement was amended by that certain Supplement, dated as of June 15, 1977 (hereinafter defined as Supplement No. 1), as well as Supplement Nos. 2-4, and said Supplement Nos. 1-4 were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on July 5, 1977, May 5, 1980, May 5, 1980 and October 30, 1980, respectively, and given recordation numbers 8781-A, 8781-E, 8781-F and 8781-J respectively; and the Equipment Trust was supplemented by that certain Amendment to record the transfer of additional equipment which was filed on September 20, 1977 and given recordation number 8781-B; and the Equipment Trust Agreement was amended to reflect the assumption thereof by Itel Corporation from SSI Rail Corp. by the "Amendment Agreement and Assumption" which was filed on January 3, 1978 and given recordation number 8781-C; and the Equipment Trust Agreement was further amended by the "Amendment Agreement" which was filed on March 28, 1978 and given recordation number 8781-D; and the Equipment Trust Agreement was also amended by Amendment No. 2 which was filed on July 29, 1980 and given recordation number 8781-G; and

**WHEREAS**, Itel and the City of Prineville Railway Company (hereinafter called "COP") entered into a lease of Equipment (here and hereinafter as defined in the Equipment Trust Agreement) dated as of April 26, 1977 (such lease, together with any amendments or supplements thereto, being hereinafter called the "COP Lease"), pursuant to which Itel leased to COP certain units of Trust Equipment (as defined in the Equipment Trust Agreement) bearing reporting marks COP 7001 through and including COP 7400; and

**WHEREAS**, pursuant to Subsection 6.C. of the COP Lease and a termination letter to COP from Itel dated March 1, 1982, Itel has terminated the COP Lease as to seventy (70) units of Trust Equipment bearing those reporting marks within the series COP 7005 through and including COP 7195 set forth in Annex I attached hereto (such units being hereinafter called the "Boxcars"); and

**WHEREAS**, Itel has leased the Boxcars to Kyle Railways, Inc. (hereinafter called the "Lessee") under a lease dated as of February 17, 1982 (such lease, together with any amendments or supplements thereto being hereinafter referred to as the "Lease"); and

**WHEREAS**, Lessee, with the consent of Itel, subleased the Boxcars to the Natchez Trace Railroad (hereinafter called "Sublessee") by means of an agreement dated February 17, 1982 (such agreement, together with any amendments or supplements hereto, being hereinafter called the "Sublease"); and

**WHEREAS**, Itel has changed the reporting marks of the Boxcars to the NTR reporting marks set forth in Annex I hereto; and

WHEREAS, Sections 4.07 and 6.03 of the Equipment Trust Agreement require Itel to file with the Interstate Commerce Commission a statement of reporting marks of Trust Equipment substituted for any previous reporting marks of Trust Equipment through remarking of the Trust Equipment.

NOW, THEREFORE, in consideration of the initial covenants and promises herein contained, the parties hereto hereby agree as follows:

SECTION 1. Schedule A of the Equipment Trust Agreement, as amended by Supplement Nos. 1-4 and Amendment No. 1, is further amended by deleting those seventy (70) COP reporting marks fully set forth in Annex I attached hereto, and replacing them with those seventy (70) NTR reporting marks fully set forth in Annex I attached hereto.

SECTION 2. The Trustee hereby consents to the Lease and Sublease covering the above-referenced Trust Equipment. The granting of this consent is specifically conditioned on the fact that the Lease and Sublease provide in the respective paragraphs 7.A. thereof that they are subject and subordinate to the rights of any owner or secured party under any financing agreement entered into by Itel in connection with the acquisition of the Boxcars leased thereunder, and that accordingly, following notice to the Sublessee from any such secured party or owner that an event of default has occurred at any time (including at a time prior to the effective date of the Lease and Sublease) and is continuing under such financing agreement such party may require that either or both rentals and other sums due under the Lease and Sublease shall be paid directly to such party, and that the Boxcars immediately be returned to such party. The Trustee specifically reserves all its rights to enforce this subordination provision, including its existing right to obtain immediate possession of the Boxcars, notwithstanding that the term of the Sublease is twelve (12) years.

SECTION 3. Except as hereinabove specifically set forth, the Equipment Trust Agreement shall remain in full force and effect as when executed.

SECTION 4. The provisions of this Supplement No. 5, and all rights and obligations of the parties hereunder, shall be governed by the laws of the State of Utah.

FIRST SECURITY BANK  
OF UTAH, N.A., As Trustee

By: 

Authorized Officer

ROBERT S. CLARK

VICE PRESIDENT AND MANAGER  
CORPORATE TRUST DEPARTMENT

ITEL CORPORATION, RAIL DIVISION

By: 

Authorized Officer

L-0291

ANNEX I

<u>Units of Trust Equipment</u>	<u>Previous COP Reporting Marks</u>	<u>Current NTR Reporting Marks</u>	<u>Trust Equipment Description</u>
70	COP 7005	NTR 7005	50'6", General Purpose 70-Ton Boxcars
	7007	7007	
	7009	7009	
	7010	7010	
	7012	7012	
	7015	7015	
	7017	7017	
	7021	7021	
	7022	7022	
	7023	7023	
	7024	7024	
	7026	7026	
	7028	7028	
	7035	7035	
	7036	7036	
	7037	7037	
	7038	7038	
	7040	7040	
	7041	7041	
	7046	7046	
	7047	7047	
	7050	7050	
	7052	7052	
	7053	7053	
	7058	7058	
	7064	7064	
	7065	7065	
	7069	7069	
	7072	7072	
	7077	7077	
	7078	7078	
	7082	7082	
	7088	7088	
	7090	7090	
	7091	7091	
	7094	7094	
	7098	7098	
	7100	7100	
	7108	7108	
	7110	7110	
	7112	7112	
	7115	7115	
	7116	7116	
	7119	7119	

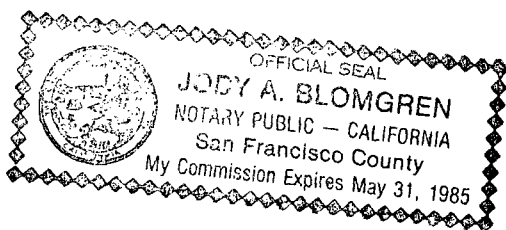
L-0291

ANNEX I (Continued)

<u>Units of Trust Equipment</u>	<u>Previous COP Reporting Marks</u>	<u>Current NTR Reporting Marks</u>	<u>Trust Equipment Description</u>
	COP 7120	NTR 7120	
	7126	7126	
	7133	7133	
	7134	7134	
	7136	7136	
	7140	7140	
	7141	7141	
	7144	7144	
	7147	7147	
	7149	7149	
	7162	7162	
	7163	7163	
	7164	7164	
	7165	7165	
	7166	7166	
	7169	7169	
	7173	7173	
	7175	7175	
	7176	7176	
	7180	7180	
	7182	7182	
	7188	7188	
	7190	7190	
	7191	7191	
	7192	7192	
	7195	7195	

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN FRANCISCO )

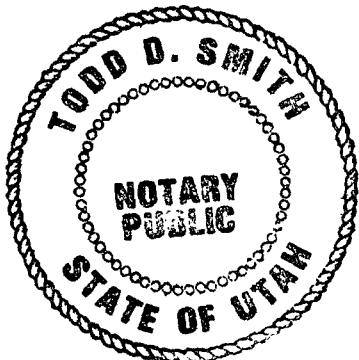
On this 18<sup>th</sup> day of November, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that he is President of Itel Corporation, Rail Division, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Jody A. Blomgren  
Notary Public

STATE OF UTAH )  
 ) ss:  
COUNTY OF SALT LAKE )

On this day 16 of FEB, 1982, <sup>3118</sup> before me personally appeared ROBERT S. CLARK, to me personally known, who being by me duly sworn says that such person is a Senior Trust Officer of First Security Bank of Utah, N.A., a national banking association, and that the foregoing instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Todd D. Smith  
Notary Public  
8-13-85